

SUMMONS - CIVIL

JD-CV-1 Rev. 2-20

C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259;

P.B. §§ 3-1 through 3-21, 8-1, 10-13

For information on
ADA accommodations,
contact a court clerk or
go to: www.jud.ct.gov/ADA.

STATE OF CONNECTICUT
SUPERIOR COURTwww.jud.ct.gov**Instructions are on page 2.**
☐ Select if amount, legal interest, or property in demand, not including interest and costs, is LESS than \$2,500.

☒ Select if amount, legal interest, or property in demand, not including interest and costs, is \$2,500 or MORE.

☐ Select if claiming other relief in addition to, or in place of, money or damages.
TO: Any proper officer

By authority of the State of Connecticut, you are hereby commanded to make due and legal service of this summons and attached complaint.

Address of court clerk (Number, street, town and zip code)

50 Field Street, Torrington, CT 06790

Telephone number of clerk

(860) 626 - 2100

Return Date (Must be a

Tuesday) **09/14/2021**☒ Judicial District

G.A.

At (City/Town)

Torrington

Case type code (See list on page 2)

Major: **T**Minor: **90****For the plaintiff(s) enter the appearance of:**

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)

Meehan, Roberts, Turret & Rosenbaum, P.O. Box 6835, Scranton, PA 18505

Juris number (if attorney or law firm)

408308

Telephone number

(203) 294 - 7800

Signature of plaintiff (if self-represented)

The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book. ☒ Yes ☐ No

E-mail address for delivery of papers under Section 10-13 of the Connecticut Practice Book (if agreed)

lmlawct@libertymutual.com

Parties	Name (Last, First, Middle Initial) and address of each party (Number, street, P.O. Box, town, state, zip, country, if not USA)	
First plaintiff	Name: Brooke Nihan - Apportionment Plaintiff Address: 55 Brookfield Road, Harwinton, CT 06791	P-01
Additional plaintiff	Name: MaryBeth Griffin - Apportionment Plaintiff Address: 55 Brookfield Road, Harwinton, CT 06791	P-02
First defendant	Name: Scott D. Law d/b/a American Lawscapes - Apportionment Defendant Address: 29 Blueberry Lane, Burlington, CT 06013	D-01
Additional defendant	Name: Rafy's Paving & Landscaping, Inc., 81 Fox Run Court, Newington, CT 06111 - Apportionment Defendant Address: Agent for Service: August J. Fusco, II, 39 Russ Street, Hartford, CT 06106	D-02
Additional defendant	Name: Address:	D-03
Additional defendant	Name: Address:	D-04
Total number of plaintiffs: 2		Total number of defendants: 2
		<input type="checkbox"/> Form JD-CV-2 attached for additional parties

Notice to each defendant

- You are being sued.** This is a summons in a lawsuit. The complaint attached states the claims the plaintiff is making against you.
- To receive further notices, you or your attorney must file an *Appearance* (form JD-CL-12) with the clerk at the address above. Generally, it must be filed on or before the second day after the Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to appear.
- If you or your attorney do not file an *Appearance* on time, a default judgment may be entered against you. You can get an *Appearance* form at the court address above, or on-line at <https://jud.ct.gov/webforms/>.
- If you believe that you have insurance that may cover the claim being made against you in this lawsuit, you should immediately contact your insurance representative. Other actions you may take are described in the Connecticut Practice Book, which may be found in a superior court law library or on-line at <https://www.jud.ct.gov/pb.htm>.
- If you have questions about the summons and complaint, you should talk to an attorney.

The court staff is not allowed to give advice on legal matters.

Date 08/02/2021	Signed (Sign and select proper box) Thomas P. Mullaney 3rd	<input checked="" type="checkbox"/> Commissioner of Superior Court <input type="checkbox"/> Clerk	Name of person signing Thomas P. Mullaney, III
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If this summons is signed by a Clerk:

- The signing has been done so that the plaintiff(s) will not be denied access to the courts.
- It is the responsibility of the plaintiff(s) to ensure that service is made in the manner provided by law.
- The court staff is not permitted to give any legal advice in connection with any lawsuit.
- The Clerk signing this summons at the request of the plaintiff(s) is not responsible in any way for any errors or omissions in the summons, any allegations contained in the complaint, or the service of the summons or complaint.

For Court Use Only

File Date

I certify I have read and understand the above:

Signed (Self-represented plaintiff)

Date

Docket Number

Instructions

1. Type or print legibly. If you are a self-represented party, this summons must be signed by a clerk of the court.
2. If there is more than one defendant, make a copy of the summons for each additional defendant. Each defendant must receive a copy of this summons. Each copy of the summons must show who signed the summons and when it was signed. If there are more than two plaintiffs or more than four defendants, complete the Civil Summons Continuation of Parties (form JD-CV-2) and attach it to the original and all copies of the summons.
3. Attach the summons to the complaint, and attach a copy of the summons to each copy of the complaint. Include a copy of the Civil Summons Continuation of Parties form, if applicable.
4. After service has been made by a proper officer, file the original papers and the officer's return of service with the clerk of the court.
5. Use this summons for the case type codes shown below.

Do not use this summons for the following actions:

- | | |
|--|---|
| <ul style="list-style-type: none"> (a) Family matters (for example divorce, child support, custody, paternity, and visitation matters) (b) Any actions or proceedings in which an attachment, garnishment or replevy is sought (c) Applications for change of name (d) Probate appeals | <ul style="list-style-type: none"> (e) Administrative appeals (f) Proceedings pertaining to arbitration (g) Summary Process (Eviction) actions (h) Entry and Detainer proceedings (i) Housing Code Enforcement actions |
|--|---|

Case Type Codes

MAJOR DESCRIPTION	CODE Major/ Minor	MINOR DESCRIPTION	MAJOR DESCRIPTION	CODE Major/ Minor	MINOR DESCRIPTION
Contracts	C 00	Construction - All other	Property	P 00	Foreclosure
	C 10	Construction - State and Local		P 10	Partition
	C 20	Insurance Policy		P 20	Quiet Title/Discharge of Mortgage or Lien
	C 30	Specific Performance		P 30	Asset Forfeiture
	C 40	Collections		P 90	All other
	C 50	Uninsured/Underinsured Motorist Coverage	Torts (Other than Vehicular)	T 02	Defective Premises - Private - Snow or Ice
	C 60	Uniform Limited Liability Company Act – C.G.S. 34-243		T 03	Defective Premises - Private - Other
	C 90	All other		T 11	Defective Premises - Public - Snow or Ice
Eminent Domain	E 00	State Highway Condemnation		T 12	Defective Premises - Public - Other
	E 10	Redevelopment Condemnation		T 20	Products Liability - Other than Vehicular
	E 20	Other State or Municipal Agencies		T 28	Malpractice - Medical
	E 30	Public Utilities & Gas Transmission Companies		T 29	Malpractice - Legal
	E 90	All other		T 30	Malpractice - All other
Housing	H 10	Housing - Return of Security Deposit		T 40	Assault and Battery
	H 12	Housing - Rent and/or Damages		T 50	Defamation
	H 40	Housing - Housing - Audita Querela/Injunction		T 61	Animals - Dog
	H 50	Housing - Administrative Appeal		T 69	Animals - Other
	H 60	Housing - Municipal Enforcement		T 70	False Arrest
	H 90	Housing - All Other		T 71	Fire Damage
Miscellaneous	M 00	Injunction		T 90	All other
	M 10	Receivership	Vehicular Torts	V 01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	M 15	Receivership for Abandoned/Blighted Property		V 04	Motor Vehicles* - Pedestrian vs. Driver
	M 20	Mandamus		V 05	Motor Vehicles* - Property Damage only
	M 30	Habeas Corpus (extradition, release from Penal Institution)		V 06	Motor Vehicle* - Products Liability Including Warranty
	M 40	Arbitration		V 09	Motor Vehicle* - All other
	M 50	Declaratory Judgment		V 10	Boats
	M 63	Bar Discipline		V 20	Airplanes
	M 66	Department of Labor Unemployment Compensation Enforcement		V 30	Railroads
	M 68	Bar Discipline - Inactive Status		V 40	Snowmobiles
	M 70	Municipal Ordinance and Regulation Enforcement		V 90	All other
	M 80	Foreign Civil Judgments - C.G.S. 52-604 & C.G.S. 50a-30	Wills, Estates and Trusts	W 10	Construction of Wills and Trusts
	M 83	Small Claims Transfer to Regular Docket		W 90	All other
	M 84	Foreign Protective Order			
	M 89	CHRO Action in the Public Interest - P.A. 19-93			
	M 90	All other			

RETURN DATE: SEPT. 14, 2021

NO. LLI-CV21-6028332-S : SUPERIOR COURT
MARK BOUCHER, ET AL. : J.D. OF LITCHFIELD
V. : AT TORRINGTON
BROOKE NIHAN, ET AL. : JULY 30, 2021

APPORTIONMENT COMPLAINT

COUNT ONE: Apportionment as to Scott D. Law d/b/a American Lawnsapes

1. By Writ, Summons and Complaint dated June 2, 2021, with a return date of June 29, 2021, the Plaintiffs, **Mark Boucher and Angela Boucher**, commenced this action against the Defendants, **Brooke Nihan and MaryBeth Griffin**, as a result of alleged damage to their property located at 77 Brookfield Road in Harwinton, Connecticut which occurred in or before May 2020. A copy of the original Summons and Complaint is attached hereto as **Exhibit A**.

2. The Plaintiffs allege that the Defendants hired Scott D. Law to perform tree removal services and that Scott Law removed trees from the Plaintiffs' property within and/or near a wooded wetlands area, resulting in damages and losses to the Plaintiffs' property.

3. The Plaintiffs allege, *inter alia*, that the Defendants were negligent in directing Scott Law to fell trees located on the Plaintiffs' property; that the Defendants hired an unskilled agent, servant and/or employee in Scott Law; and that they failed to properly supervise Scott Law.

4. The Plaintiffs further allege that Scott Law was acting as an agent, servant and/or employee of the Defendants and that the Defendants are vicariously liable for his negligence.

5. The Plaintiffs allege injuries and damages to their property, including diminution of value of the property, and that said injuries and damages were caused, in part, by the negligence and/or carelessness of the Defendants/Apportionment Plaintiffs, which allegations are denied.

6. If the Plaintiffs sustained any injuries and/or damages as alleged in their Complaint, those injuries and damages were proximately caused in whole or in part by the Apportionment Defendant, **Scott D. Law d/b/a American Lawnscares**, at said time and place, in that he failed to direct and supervise his agents, servants and/or employees regarding the trees to be removed from the Defendants' property located at 55 Brookfield Road in Harwinton, Connecticut.

7. Pursuant to Connecticut General Statutes §§ 52-572h and 52-102b, the undersigned Defendants seek an apportionment of liability and damages as to **Scott D. Law d/b/a American Lawnscares** for the percentage of negligence attributable to him.

COUNT TWO: Common Law Indemnification as to Scott D. Law d/b/a American Lawnscares

1-5. Paragraphs 1 through 5 of Count One are hereby made Paragraphs 1 through 5 of Count Two as if each were fully set forth herein at length.

6. In or around May 2020, the Defendants/Apportionment Plaintiffs entered into a verbal agreement with the Apportionment Defendant, **Scott D. Law d/b/a American Lawnscares**, to remove specific trees from the Apportionment Plaintiffs' property. Said agreement was in effect at the time of the incident alleged in Plaintiffs' Complaint.

7. The Apportionment Defendant was in control of the situation to the exclusion of the Apportionment Plaintiffs.

8. At all times relevant hereto, the Apportionment Plaintiffs had no knowledge of any negligence on the part of the Apportionment Defendant and had no reason to anticipate said negligence.

9. At all times relevant hereto, the Apportionment Plaintiffs would reasonably have relied upon the Apportionment Defendant to properly undertake the task of removing specific trees from the Apportionment Plaintiffs' property as instructed.

10. Therefore, the Defendants/Apportionment Plaintiffs respectfully demand a defense and indemnification from the Apportionment Defendant, **Scott D. Law d/b/a American Lawns****cap****es**, for all sums which may be awarded to the Plaintiffs, together with the costs and expenses of defending this lawsuit.

COUNT THREE: Apportionment as to Rafy's Paving & Landscaping, Inc.

1. By Writ, Summons and Complaint dated June 2, 2021, with a return date of June 29, 2021, the Plaintiffs, **Mark Boucher and Angela Boucher**, commenced this action against the Defendants, **Brooke Nihan and MaryBeth Griffin**, as a result of alleged damage to their property located at 77 Brookfield Road in Harwinton, Connecticut which occurred in or before May 2020. A copy of the original Summons and Complaint is attached hereto as **Exhibit A**.

2. The Plaintiffs allege that when nonparty Rafy's Paving & Landscaping, Inc. felled a tree on the Defendants' property that the tree fell onto the Plaintiffs' property, damaging two of the Plaintiffs' trees.

3. The Plaintiffs allege, *inter alia*, that the Defendants were negligent in directing Rafy's Paving & Landscaping, Inc. to fell trees on the Defendants' property that damaged Plaintiffs' trees;

that the Defendants hired an unskilled agent, servant and/or employee in Rafy's Paving & Landscaping, Inc.; and that they failed to properly supervise Rafy's Paving & Landscaping, Inc.

4. The Plaintiffs further allege that Rafy's Paving & Landscaping, Inc. was acting as an agent, servant and/or employee of the Defendants and that the Defendants are vicariously liable for its negligence.

5. The Plaintiffs allege injuries and damages to their property, including diminution of value of the property, and that said injuries and damages were caused, in part, by the negligence and/or carelessness of the Defendants/Appportionment Plaintiffs, which allegations are denied.

6. If the Plaintiffs sustained any injuries and/or damages as alleged in their Complaint, those injuries and damages were proximately caused in whole or in part by the Appportionment Defendant, **Rafy's Paving & Landscaping, Inc.**, at said time and place, in that it failed to properly fell a tree on the Defendants' property, allowing it to fall onto the Plaintiffs' property and/or properly failed to direct and supervise its agents, servants and/or employees with regard to felling a tree on the Defendants' property.

7. Pursuant to Connecticut General Statutes §§ 52-572h and 52-102b, the undersigned Defendants seek an apportionment of liability and damages as to **Rafy's Paving & Landscaping, Inc.** for the percentage of negligence attributable to it.

COUNT FOUR: Common Law Indemnification as to Rafy's Paving & Landscaping, Inc.

1-5. Paragraphs 1 through 5 of Count Three are hereby made Paragraphs 1 through 5 of Count Four as if each were fully set forth herein at length.

6. In or around May 2020, the Defendants/Apportionment Plaintiffs entered into a verbal agreement with the Apportionment Defendant, **Rafy's Paving & Landscaping, Inc.**, to remove a tree from the Apportionment Plaintiffs' property. Said agreement was in effect at the time of the incident alleged in the Plaintiffs' Complaint.

7. The Apportionment Defendant was in control of the situation to the exclusion of the Apportionment Plaintiffs.

8. At all times relevant hereto, the Apportionment Plaintiffs had no knowledge of any negligence on the part of the Apportionment Defendant and had no reason to anticipate said negligence.

9. At all times relevant hereto, the Apportionment Plaintiffs would reasonably have relied upon the Apportionment Defendant to properly undertake the task of removing and/or felling a tree from the Apportionment Plaintiffs' property as instructed.

10. Therefore, the Defendants/Apportionment Plaintiffs respectfully demand a defense and indemnification from the Apportionment Defendant, **Rafy's Paving & Landscaping, Inc.**, for all sums which may be awarded to the Plaintiffs, together with the costs and expenses of defending this lawsuit.

DEFENDANTS AND
APPORTIONMENT PLAINTIFFS
NIHAN and GRIFFIN

BY *Thomas P. Mullaney 3rd*

Thomas P. Mullaney 3rd

**Law Offices of Meehan, Roberts, Turret
& Rosenbaum**

P.O. Box 6835

Scranton, PA 18505

Tel. # 203-294-7800

Juris #408308

NO. LLI-CV21-6028332-S : SUPERIOR COURT
MARK BOUCHER, ET AL. : J.D. OF LITCHFIELD
V. : AT TORRINGTON
BROOKE NIHAN, ET AL. : JULY 30, 2021

DEMAND FOR RELIEF

WHEREFORE, the Defendants/Apportionment Plaintiffs claims

1. Pursuant to Connecticut General Statutes § 52-572h, allocation of liability as to **Scott D. Law d/b/a American Lawnsapes and Rafy's Paving & Landscaping, Inc.** for their carelessness and negligence that caused the Plaintiffs' alleged damages;
2. Indemnification for any judgment that may be rendered against the Defendants in favor of the Plaintiffs;
3. Costs, including reasonable attorney's fees associated with the preparation of this matter and prosecution of this Apportionment Complaint;
4. An amount in dispute greater than \$15,000.00 as per statute.

APPORTIONMENT PLAINTIFFS
NIHAN and GRIFFIN

BY /s/ 100682
Thomas P. Mullaney 3rd
**Law Offices of Meehan, Roberts, Turret
& Rosenbaum**
P.O. Box 6835
Scranton, PA 18505
Tel. # 203-294-7800
Juris #408308

CERTIFICATION

This is to certify that all personal identifying information was redacted pursuant to *Practice Book Section 4-7*. This will further certify the foregoing was mailed via U.S. Mail, postage pre-paid or electronically delivered pursuant to *Practice Book Section 10-14* on this 30th day of July, 2021.

Attorney for Plaintiffs

Nicholas N. Ouellette, Esq.

Kurien Ouellette, LLC

836 Farmington Avenue

Suite 137

West Hartford, CT 06119

Via email: pleadings@kurienouellette.com

Co-Counsel for Defendants

Patrick E. Scully, Esq.

Scully, Nicksa & Reeve, LLP

79 Main Street

P.O. Box 278

Unionville, CT 06085-0278

Via email: pscully@scullynicksa.com

/s/ 100682

Thomas P. Mullaney 3rd

Commissioner of the Superior Court

Exhibit A

SUMMONS - CIVIL

JD-CV-1 Rev. 4-18

C.G.S. §§ 51-346, 51-347, 51-349, 51-350, 52-45a, 52-48, 52-259, P.B. §§ 3-1 through 3-21, 8-1, 10-13

STATE OF CONNECTICUT
SUPERIOR COURT
www.jud.ct.gov**See other side for instructions**

- ☐ "X" if amount, legal interest or property in demand, not including interest and costs is less than \$2,500.
- ☒ "X" if amount, legal interest or property in demand, not including interest and costs is \$2,500 or more.
- ☐ "X" if claiming other relief in addition to or in lieu of money or damages.

TO: Any proper officer; BY AUTHORITY OF THE STATE OF CONNECTICUT, you are hereby commanded to make due and legal service of this Summons and attached Complaint.

Address of court clerk where writ and other papers shall be filed (Number, street, town and zip code) (C.G.S. §§ 51-346, 51-350)		Telephone number of clerk (with area code)	Return Date (Must be a Tuesday)
50 Field Street, Torrington, CT 06790		(860) 626-2100	June 29, 2021
<input checked="" type="checkbox"/> Judicial District	<input type="checkbox"/> G.A. Number:	At (Town in which writ is returnable) (C.G.S. §§ 51-346, 51-349)	Case type code (See list on page 2)
<input type="checkbox"/> Housing Session		Hartford	Major: T Minor: 90

For the Plaintiff(s) please enter the appearance of:

Name and address of attorney, law firm or plaintiff if self-represented (Number, street, town and zip code)		Juris number (to be entered by attorney only)
Kurien Ouellette LLC, 836 Farmington Avenue, Suite 137, West Hartford, CT 06119		423852
Telephone number (with area code)	Signature of Plaintiff (If self-represented)	
(860) 523-0471		
The attorney or law firm appearing for the plaintiff, or the plaintiff if self-represented, agrees to accept papers (service) electronically in this case under Section 10-13 of the Connecticut Practice Book.		Email address for delivery of papers under Section 10-13 (if agreed to)
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No		pleadings@kurienouellette.com

Number of Plaintiffs: 2 Number of Defendants: 2 ☐ Form JD-CV-2 attached for additional parties

Parties	Name (Last, First, Middle Initial) and Address of Each party (Number; Street; P.O. Box; Town; State; Zip; Country, if not USA)	
First Plaintiff	Name: Mark Boucher Address: 77 Brookfield Road, Harwinton, CT 06791	P-01
Additional Plaintiff	Name: Angela Boucher Address: 77 Brookfield Road, Harwinton, CT 06791	P-02
First Defendant	Name: Brooke Nihan Address: 55 Brookfield Road, Harwinton, CT 06791	D-01
Additional Defendant	Name: MaryBeth Griffin Address: 55 Brookfield Road, Harwinton, CT 06791	D-02
Additional Defendant	Name: Address:	D-03
Additional Defendant	Name: Address:	D-04

Notice to Each Defendant

- YOU ARE BEING SUED.** This paper is a Summons in a lawsuit. The complaint attached to these papers states the claims that each plaintiff is making against you in this lawsuit.
- To be notified of further proceedings, you or your attorney must file a form called an "Appearance" with the clerk of the above-named Court at the above Court address on or before the second day after the above Return Date. The Return Date is not a hearing date. You do not have to come to court on the Return Date unless you receive a separate notice telling you to come to court.
- If you or your attorney do not file a written "Appearance" form on time, a judgment may be entered against you by default. The "Appearance" form may be obtained at the Court address above or at www.jud.ct.gov under "Court Forms."
- If you believe that you have insurance that may cover the claim that is being made against you in this lawsuit, you should immediately contact your insurance representative. Other action you may have to take is described in the Connecticut Practice Book which may be found in a superior court law library or on-line at www.jud.ct.gov under "Court Rules."
- If you have questions about the Summons and Complaint, you should talk to an attorney quickly. **The Clerk of Court is not allowed to give advice on legal questions.**

Signed (Sign and "X" proper box)	<input checked="" type="checkbox"/> Commissioner of the Superior Court <input type="checkbox"/> Assistant Clerk	Name of Person Signing at Left Nicholas N. Ouellette	Date signed 06/02/2021
If this Summons is signed by a Clerk: a. The signing has been done so that the Plaintiff(s) will not be denied access to the courts. b. It is the responsibility of the Plaintiff(s) to see that service is made in the manner provided by law. c. The Clerk is not permitted to give any legal advice in connection with any lawsuit. d. The Clerk signing this Summons at the request of the Plaintiff(s) is not responsible in any way for any errors or omissions in the Summons, any allegations contained in the Complaint, or the service of the Summons or Complaint.			
I certify I have read and understand the above:		Signed (Self-Represented Plaintiff) Date Docket Number	

A True Copy Attest.

Julianne Ingham
Connecticut State Marshal

Print Form

(Page 1 of 2)

Reset Form

Instructions

1. Type or print legibly; sign summons.
2. Prepare or photocopy a summons for each defendant.
3. Attach the original summons to the original complaint, and attach a copy of the summons to each copy of the complaint. Also, if there are more than 2 plaintiffs or more than 4 defendants prepare form JD-CV-2 and attach it to the original and all copies of the complaint.
4. After service has been made by a proper officer, file original papers and officer's return with the clerk of court.
5. Do not use this form for the following actions:

- (a) Family matters (for example divorce, child support, custody, paternity, and visitation matters)
- (b) Summary Process actions
- (c) Applications for change of name
- (d) Probate appeals
- (e) Administrative appeals

- (f) Proceedings pertaining to arbitration
- (g) Any actions or proceedings in which an attachment, garnishment or replevy is sought
- (h) Entry and Detainer proceedings
- (i) Housing Code Enforcement actions

ADA NOTICE

The Judicial Branch of the State of Connecticut complies with the Americans with Disabilities Act (ADA). If you need a reasonable accommodation in accordance with the ADA, contact a court clerk or an ADA contact person listed at www.jud.ct.gov/ADA.

Case Type Codes

Major Description	Codes Major/Minor	Minor Description	Major Description	Codes Major/Minor	Minor Description
Contracts	C 00	Construction - All other	Property	P 00	Foreclosure
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	C 20	Insurance Policy		P 20	Quiet Title/Discharge of Mortgage or Lien
	C 30	Specific Performance		P 30	Asset Forfeiture
	C 40	Collections		P 90	All other
	C 90	All other	Torts (Other than Vehicular)	T 02	Defective Premises - Private - Snow or Ice
Eminent Domain	E 00	State Highway Condemnation		T 03	Defective Premises - Private - Other
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	E 20	Other State or Municipal Agencies		T 12	Defective Premises - Public - Other
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	M 20	Mandamus		T 40	Assault and Battery
	M 30	Habeas Corpus (extradition, release from Penal Institution)		T 50	Defamation
	M 40	Arbitration		T 61	Animals - Dog
	M 50	Declaratory Judgment		T 69	Animals - Other
	M 63	Bar Discipline		T 70	False Arrest
	M 66	Department of Labor Unemployment Compensation Enforcement		T 71	Fire Damage
	M 68	Bar Discipline - Inactive Status		T 90	All other
	M 70	Municipal Ordinance and Regulation Enforcement	Vehicular Torts	V 01	Motor Vehicles* - Driver and/or Passenger(s) vs. Driver(s)
	M 80	Foreign Civil Judgments - C.G.S. 52-604 & C.G.S. 50a-30		V 04	Motor Vehicles* - Pedestrian vs. Driver
	M 83	Small Claims Transfer to Regular Docket		V 05	Motor Vehicles* - Property Damage only
	M 84	Foreign Protective Order		V 06	Motor Vehicle* - Products Liability Including Warranty
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Housing	H 10	Housing - Return of Security Deposit		V 10	Boats
	H 12	Housing - Rent and/or Damages		V 20	Airplanes
	H 40	Housing - Audita Quereia/Injunction		V 30	Railroads
	H 50	Housing - Administrative Appeal		V 40	Snowmobiles
	H 60	Housing - Municipal Enforcement		V 90	All other
	H 90	Housing - All Other			*Motor Vehicles include cars, trucks, motorcycles, and motor scooters.
			Wills, Estates and Trusts	W 10	Construction of Wills and Trusts
				W 90	All other

RETURN DATE: JUNE 29, 2021 : SUPERIOR COURT
MARK BOUCHER, ET AL. : JUDICIAL DISTRICT OF LITCHFIELD
V. : AT TORRINGTON
BROOKE NIHAN, ET AL. : JUNE 2, 2021

COMPLAINT

Common Facts

1. Plaintiff Mark Boucher is an individual residing at 77 Brookfield Road, Harwinton, CT 06791.
2. Plaintiff Angela Boucher is an individual residing at 77 Brookfield Road, Harwinton, CT 06791.
3. Defendant Brooke Nihan is an individual residing at 55 Brookfield Road, Harwinton, CT 06791.
4. Defendant MaryBeth Griffin is an individual residing at 55 Brookfield Road, Harwinton, CT 06791.
5. Nonparty Scott D. Law is an individual who performs landscaping services in Connecticut as a sole proprietor under the trade name American Lawnscape.
6. Nonparty Rafy's Paving & Landscaping, Inc., is a corporation formed under the laws of Connecticut that performs landscaping services in Connecticut.
7. Plaintiffs are owners of residential real property located at 77 Brookfield Road, Harwinton, CT 06791 (hereinafter the "Boucher property").
8. Upon information and belief, Defendants are owners of residential real property located at 55 Brookfield Road, Harwinton, CT 06791 (hereinafter the "Nihan/Griffin property").
9. The Boucher property shares a boundary with the Nihan/Griffin property.

10. The Boucher property contains a wooded wetlands area located at or near the boundary between the Boucher property and the Nihan/Griffin property.

11. In or before May 2020, Defendants hired Scott D. Law to perform tree removal services.

12. In or before May 2020, Scott D. Law removed at least twenty-seven (27) trees on the Boucher property within and/or near the aforementioned wooded wetlands area.

13. As a result of the felling of the trees, the residence on the Nihan/Griffin property became visible from the Boucher property when it had not been before.

14. Accordingly, the removal of the trees fundamentally altered the privacy that Plaintiffs had enjoyed since 1997, when they began living at the Boucher property.

15. Additionally, the aforementioned wooded wetlands area was protected as a designated wetlands.

16. Accordingly, pursuant to environmental law and/or regulation, Plaintiffs may now be required to remediate the wooded wetlands area and/or be subject to other liability.

17. After the felling of the trees, Plaintiffs contacted Defendants.

18. Defendants recommended that Plaintiffs make a proposal as to how to resolve the situation.

19. Plaintiffs requested that Defendants refrain from reentering the Boucher property while Plaintiffs formulated their proposal.

20. Nevertheless, shortly afterwards, Rafy's Paving & Landscaping, Inc., felled a tree on the Nihan/Griffin property that fell onto the Boucher property, damaging two more of Plaintiffs' trees.

Count One – Negligence

21. Defendants acted negligently and/or carelessly in one or more of the following ways:

- a. IN THAT they directed Scott D. Law and Rafy's Paving & Landscaping, Inc., to fell Plaintiffs' trees and/or to fell trees on the Nihan/Griffin property that damaged Plaintiffs' trees;
- b. IN THAT they hired unskilled agents, servants, and/or employees in Scott D. Law and Rafy's Paving & Landscaping, Inc.;
- c. IN THAT they failed to properly supervise Scott D. Law and Rafy's Paving & Landscaping, Inc.;
- d. IN THAT they continued to retain Scott D. Law and Rafy's Paving & Landscaping, Inc., once it became apparent that the latter were unskilled.

22. As a result of said negligence and/or carelessness, Plaintiffs suffered damages and losses to their property.

Count Two – Vicarious Liability for Scott D. Law and Rafy's Paving & Landscaping, Inc.'s Negligence

23. Scott D. Law and Rafy's Paving & Landscaping, Inc.'s felling and/or damaging of Plaintiffs' trees was negligent and/or careless.

24. Scott D. Law and Rafy's Paving & Landscaping, Inc.'s conduct also constitutes negligence per se under General Statutes § 22a-16.

25. As a result of said negligence and/or carelessness, Plaintiffs suffered damages and losses to their property.

26. At all times mentioned, Scott D. Law and Rafy's Paving & Landscaping, Inc., were acting as agents, servants, and/or employees of Defendants.

27. Accordingly, Defendants are vicariously liable for the negligence and/or carelessness of Scott D. Law and Rafy's Paving & Landscaping, Inc.

Count Three – Violation of the Connecticut Environmental Protection Act

28. Plaintiffs' trees and the wooded wetlands area are natural resources of the state.

29. Scott D. Law and Rafy's Paving & Landscaping, Inc.'s felling and/or damaging of Plaintiffs' trees without legal authority or permission was an unreasonable act in that they, inter alia, violated the Inland Wetlands and Watercourses Act, General Statutes § 22a-36 et seq., by not seeking or obtaining permits to conduct a regulated activity of clearing vegetation in a wetland.

30. Scott D. Law and Rafy's Paving & Landscaping, Inc.'s felling and/or damaging of Plaintiffs' trees within the regulated area therefore constitutes an unreasonable harm to the public trust in the natural resources of the state in that, inter alia, the trees provided mature canopy habitat and their removal eliminated the shade, making growth by invasive species more likely and therefore constitutes a violation of the Connecticut Environmental Protection Act, General Statutes § 22a-16.

31. Defendants directly violated § 22a-16 in that they directed and/or permitted Scott D. Law and Rafy's Paving & Landscaping, Inc., to engage in the aforementioned conduct.

**Count Four – Vicarious Liability for Scott D. Law and
Rafy's Paving & Landscaping, Inc.'s Violation of
the Connecticut Environmental Protection Act**

32. Plaintiffs' trees and the wooded wetlands area are natural resources of the state.

33. Scott D. Law and Rafy's Paving & Landscaping, Inc.'s felling and/or damaging of Plaintiffs' trees without legal authority or permission was an unreasonable act in that they, inter alia, violated the Inland Wetlands and Watercourses Act, General Statutes § 22a-36 et seq., by not seeking or obtaining permits to conduct a regulated activity of clearing vegetation in a wetland.

34. Scott D. Law and Rafy's Paving & Landscaping, Inc.'s felling and/or damaging of Plaintiffs' trees within the regulated area therefore constitutes an unreasonable harm to the public trust in the natural resources of the state in that, inter alia, the trees provided mature canopy habitat and their removal eliminated the shade, making growth by invasive species more likely and therefore constitutes a violation of the Connecticut Environmental Protection Act, General Statutes § 22a-16.

35. At all times mentioned, Scott D. Law and Rafy's Paving & Landscaping, Inc., were acting as agents, servants, and/or employees of Defendants.

36. Accordingly, Defendants are vicariously liable for the acts and/or omissions of Scott D. Law and Rafy's Paving & Landscaping, Inc.

Count Five – Timber Trespass

37. Plaintiffs owned and possessed the Boucher property.

38. Defendants directed or authorized Scott D. Law and Rafy's Paving & Landscaping, Inc., to invade, intrude upon, and/or enter the Boucher property, or later ratified such conduct.

39. Such invasion, intrusion, and/or entry affected Plaintiffs' exclusive possessory interest.

40. Such invasion, intrusion, and/or entry was done intentionally.

41. As a result of the intrusion and the felling and damaging of Plaintiffs' trees, Plaintiffs have suffered direct injury, including the diminution in value of the Boucher property.

Count Six – Vicarious Liability for Scott D. Law and Rafy's Paving & Landscaping, Inc.'s Timber Trespass

42. Plaintiffs owned and possessed the Boucher property.

43. Scott D. Law and Rafy's Paving & Landscaping, Inc., invaded, intruded, and/or entered the Boucher property, which affected Plaintiffs' exclusive possessory interest.

44. Such invasion, intrusion, and/or entry was done intentionally.

45. As a result of the intrusion and the felling and damaging of Plaintiffs' trees, Plaintiffs have suffered direct injury, including the diminution in value of the Boucher property.

46. At all times mentioned, Scott D. Law and Rafy's Paving & Landscaping, Inc., were acting as agents, servants, and/or employees of Defendants.

47. Accordingly, Defendants are vicariously liable for the trespass of Scott D.

Law and Rafy's Paving & Landscaping, Inc.

of the Plaintiff's property.

1. Primary damages pursuant to General Statutes § 52-550.

2. An order directing Defendants to plant trees and/or shrubbery on the Plaintiff's property in order to, within 3-5 years, screen Plaintiff's view of the Plaintiff's residence.

3. An order directing Defendants to pay any fines, penalties, and/or costs that may be incurred by Plaintiff pursuant to environmental law or regulation in connection with the felling and damaging of Plaintiff's trees in the wetlands area of the Plaintiff's property.

4. Reasonable costs and attorneys' fees.

5. Interest on any amounts awarded, including pre-judgment and post-judgment interest and an upward adjustment for inflation; and

6. Such other and further relief, at law or in equity, as the Court deems just and proper.

RESPECTFULLY,

PLAINTIFFS
MARK BOUINER AND
ANGELA BOUINER

By: _____
Nicholas N. [unclear] Esq., their attorney
KURIEH OUELLE (TRIAL)
338 Farmington Avenue, Suite 137
West Hartford, CT 06110
(860) 523-0471
Jude 14: 421003
nouelle@n-n-law.com

A True Copy Attest:

Clerk of the Superior Court
Hartford, Connecticut

WHEREFORE, Plaintiffs claim:

1. Damages, including but not limited to compensatory damages for the diminution in value of the Boucher property;
2. Statutory damages pursuant to General Statutes § 52-560;
3. An order directing Defendants to plant trees and/or shrubbery on the Nihan/Griffin property in order to, within 3-5 years, screen Plaintiffs' view of the Nihan/Griffin residence;
4. An order directing Defendants to pay any fines, penalties, and/or costs that may be incurred by Plaintiffs pursuant to environmental law or regulation in connection with the felling and damaging of Plaintiffs' trees in the wetlands area of the Boucher property;
5. Reasonable costs and attorneys' fees;
6. Interest on any amounts awarded, including pre- and post-judgment interest and an upward adjustment for inflation; and
7. Such other and further relief, at law or in equity, as this Court deems just and proper.

A True Copy Attest:

Julianne Ingham
Connecticut State Marshal

RESPECTFULLY,

**PLAINTIFFS,
MARK BOUCHER AND
ANGELA BOUCHER**

By: 
Nicholas N. Ouellette, Esq., their attorney
KURIEN OUELLETTE LLC
836 Farmington Avenue, Suite 137
West Hartford, CT 06119
(860) 523-0471
Juris No: 423852
nouellette@kurienuellette.com

RETURN DATE: JUNE 29, 2021 : **SUPERIOR COURT**
MARK BOUCHER, ET AL. : **JUDICIAL DISTRICT OF LITCHFIELD**
V. : **AT TORRINGTON**
BROOKE NIHAN, ET AL. : **JUNE 2, 2021**

STATEMENT OF AMOUNT IN DEMAND

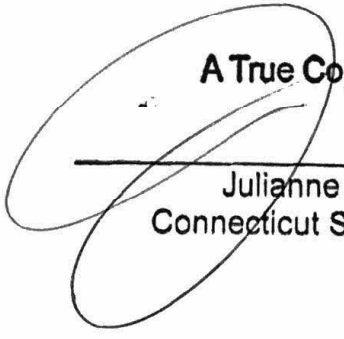
The relief requested by the undersigned Plaintiffs in this action is in excess of
Fifteen Thousand Dollars (\$15,000), exclusive of interest and costs.

RESPECTFULLY,

**PLAINTIFFS,
MARK BOUCHER AND
ANGELA BOUCHER**

By: 
Nicholas N. Ouellette, Esq., their attorney
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A True Copy Attest:



Julianne Ingham
Connecticut State Marshal